

4429  
ad  
3/27  
1 BILL NO. S-79-03-25

2 SPECIAL ORDINANCE NO. S- 64-79

3 AN ORDINANCE approving a contract with  
4 T & F Construction Corporation, for  
5 Street Light Improvement Resolution  
6 No. 134-78, Victoria Park Addition.

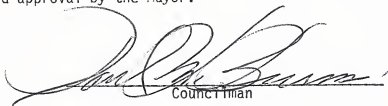
7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
8 INDIANA:

9 SECTION 1. That a certain contract, dated March 14, 1979,  
10 between the City of Fort Wayne, Indiana, by and through its Mayor and the  
11 Board of Public Works, and T & F Construction Corporation, for:

12 Street Light Improvement Resolution No. 134-78,  
13 for the installation of ornamental street lighting  
14 in Victoria Park Addition,

15 for a total cost of \$14,069.80, which will be paid under Barrett Law, all  
16 as more particularly set forth in said contract which is on file in the  
17 Office of the Board of Public Works and is by reference incorporated herein  
18 and made a part hereof, be and the same is in all things hereby ratified,  
19 confirmed and approved.

20 SECTION 2. That this Ordinance shall be in full force and effect  
21 from and after its passage and approval by the Mayor.

22   
23 Councilman

24  
25  
26  
27  
28  
29 APPROVED AS TO FORM  
30 AND LEGALITY

31   
32 CITY ATTORNEY

Read the first time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_

\_\_\_\_\_ and duly adopted, read the second time by title and referred to the Committee on Hinga City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 3-27-79

Charles W. Winterman  
CITY CLERK

Read the third time in full and on motion by Burns

seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	_____	_____	_____	<u>X</u>	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	_____	_____	_____	<u>X</u>	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 4-10-79

Charles W. Winterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-64-79 on the 10th day of April, 1979.  
ATTEST: (SEAL)

Charles W. Winterman  
CITY CLERK

James S. Stiers  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th

day of April, 1979, at the hour of 2 o'clock P M., E.S.T.

Charles W. Winterman  
CITY CLERK

Approved and signed by me this 17th day of April, 1979

at the hour of 4:00 o'clock P M., E.S.T.

Rachel Stinson  
MAYOR

Bill No. S-79-03-25

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract with T & F Construction Corporation  
for Street Light Improvement Resolution No. 134-78, Victoria  
Park Addition

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance xx PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

DATE J. 13 78

CHARLES W. WESTERMAN, CITY CLERK

67-80-13

3-14-79

CONTRACT  
Res. No. 137-72

STATE OF INDIANA )  
 ) SS  
COUNTY OF ALLEN )

THIS AGREEMENT made and entered into this, the 14<sup>th</sup>  
day of March 1979, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

T & F Construction Corp. of Indiana

The part of the second part, termed in this agreement and the  
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore  
caused to be prepared certain contract documents for furnish-  
ing labor and equipment and performing work therein fully des-  
cribed, and the Contractor did, on the \_\_\_\_\_ day of \_\_\_\_\_,  
file with the Board of Public Works, a copy of said contract  
documents, together with his offer and terms therein fully  
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all par-  
ticulars become the agreement and contract between the parties  
hereto in all matters and things set forth therein and described,  
and further, that both parties hereby accept and agree to the  
terms and conditions of said contract documents so filed, for the  
following:

Installation of street lighting with underground wiring in

Victoria Park Addition for the bid of \$24,069.90.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne streets, county roads and/or State Highways.
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. State Prevailing Wage Scale
16. This Contract
17. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be demensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Equal Opportunity Clause attached hereto is made a part of this Contract.

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

BOARD OF PUBLIC WORKS

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ATTEST: Clerk

\_\_\_\_\_  
CONTRACTOR:

\_\_\_\_\_  
T & F Construction Corp. of Indiana

BY: J. L. Taber

J. L. Taber

\_\_\_\_\_  
President

Approved in Form & Legality  
By: \_\_\_\_\_

BY: V. L. Miller

Secretary

V. L. Miller.

# CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That T & F CONSTRUCTION CORPORATION  
 of P. O. Box 27, Hagerstown, Indiana as principal and  
FIDELITY & DEPOSIT COMPANY OF Maryland

as surety, are firmly bound unto City of Fort Wayne  
 in the penal sum of (\$ 14,069.80)  
Fourteen Thousand Sixty-nine and 80/100 Dollars,

for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and  
 several heirs, executors, administrators and assigns, firmly by these presents, this 29th day of  
January 1979.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas  
T & F CONSTRUCTION CORPORATION

has entered into a certain written contract dated 1/29/79  
 with the principal as named herein for the erection, construction and completion of Victoria Park  
Street Lighting situated in  
Fort Wayne, Indiana, Indiana, in accordance with the plans and  
 specifications approved and adopted by said City of Fort Wayne  
 which are made a part of this bond.

NOW THEREFORE, if the said T & F CONSTRUCTION CORPORATION  
 shall well and faithfully do and perform the same in  
 all respects according to the plans and specifications adopted by the said City of Fort Wayne  
 and according to the  
 time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall  
 promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service  
 and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 29th  
 day of January 1979

ATTEST:

V L Miller  
 Corporate Secretary  
 V. L. Miller.

T & F CONSTRUCTION CORPORATION (Seal)

J. L. Taber  
 J. L. Taber, President (Seal)

By: Sandi J. Murray  
 Sandi J. Murray Attorney-in-fact

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Attest: \_\_\_\_\_

Official or Board.



Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PEGOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Lynwell L. Case, Gregory K. Dils, Earl L. Channess, Dorothy Jean Ellis, and Sandi J. Murray, all of Richmond, Indiana, EACH.....  
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jerry J. Dils, et al, dated, September 13, 1976.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of October, A.D. 1978.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*C W Robbins*  
Assistant Secretary

By

*C M Pegot Jr*  
Vice-President

STATE OF MARYLAND } ss:  
CITY OF BALTIMORE

On this 25th day of October, A.D. 1978, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



*Melinda T Haus*  
Notary Public Commission Expires July 1, 1982

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 29th day of January, 1979.

*W J Sestry*  
Assistant Secretary

4429

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR ST. LGT. IMP. RES. NO. 134-78 - VICTORIA PARK

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-79-03-25

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET LIGHT IMPROVEMENT RESOLUTION NO. 134-78, VICTORIA

PARK ADDITION, FOR THE INSTALLATION OF ORNAMENTAL STREET LIGHTING BY T & F

CONSTRUCTION CORPORATION, IN AMOUNT OF \$14,069.80

(CONTRACT ATTACHED)

EFFECT OF PASSAGE INSTALLATION OF ORNAMENTAL STREET LIGHTING IN ABOVE-DESCRIBED

AREA AS REQUESTED BY PROPERTY OWNERS

EFFECT OF NON-PASSAGE INABILITY TO PROCEED AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$14,069.80 TO BE PAID BY

PROPERTY OWNERS THROUGH BARRETT BONDING

ASSIGNED TO COMMITTEE \_\_\_\_\_